

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.05-020

ANNUAL REQUIREMENTS FOR RFP ERGONOMIC OFFICE SEATING FOR CITY OF LINCOLN AND LANCASTER COUNTY

DATE: August 2, 2005

CONTRACT PERIOD: July 1,2005 thru June 30,2006

CONTRACTOR: All Makes Office Equipment
3333 O Street
Lincoln NE 68510

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Jamie Schultz
Telephone No.: 402-473-8315
FAX No.:402-473-8330
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER SIGNED CONTRACT DATED MAY 4, 2005
SIGNED BY HARLAN PRIESMAN
City EO No. 73838

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/files/sharpurc/awardnotifications/c05020al

E.O. # 05070055
Dated: JULY 28, 2005

C - 05-0384

FILED

JUL 7 2005

LANCASTER COUNTY CLERK

Original Contract to :Contractor
Public File
Purchasing

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

FOR

Specification #05-020

ANNUAL REQUIREMENTS FOR
OFFICE SEATING DISCOUNTS

CONTRACTOR: All Makes Office Eq. Co., Lincoln, NE

LANCASTER COUNTY, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 12 day of July, 2005, by and between All Makes Office Eq. Co., 3333 O Street, Lincoln, NE, 68510 hereinafter called "Contractor", and the Lancaster County, Nebraska, hereinafter called the "County".

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for Office Seating Discounts and related services #05-020, including: supplies, equipment, and delivery/pick up to/for Lancaster County Agencies. This Agreement is for Office Seating Discounts as per attached proposal (see Exhibit 2).

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

Request for Proposal #05-020, Annual Requirements for Office Seating Discounts and related services, including: supplies, equipment, and delivery/pick up to/for Lancaster County Agencies. This Agreement is for Office Seating Discounts as per attached proposal (see Exhibit 2).

The Work included in this Contract shall for the annual requirements beginning July 1st, 2005 through June 30th, 2006.

- a. The County, at their discretion and with mutual consent from the Contractor, may extend the period of this agreement up to four (4) additional years, in one (1) year increments.
- b. The Contractor shall be notified in writing by the Purchasing Agent of the County's intention to extend the contract period at least thirty (30) days prior to the expiration of the original contract period.

TERMINATION OF CONTRACT This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period

the Contractor will be liable for all costs in excess of the established contract pricing.

The Contract Documents comprise the Contract, and consist of the following:

1. The Request for Proposals Specifications - **Exhibit 1**
 - 1.1 Instructions to Proposers
 - 1.2 Special Provisions for Commodity Term Contracts
 - 1.3 Scope of Services
 - 1.4 Price Schedule & Sample Pricing
2. The Accepted Proposal - **Exhibit 2**
3. The Contract Agreement
4. Insurance requirements for all Contracts - **Exhibit 3**

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

Kristy Mundt
Deputy Lancaster County Attorney

COUNTY OF LANCASTER, NEBRASKA

Randy Rudner
Chairperson, Board of Commissioners

Dated: July 12, 2005

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

Dated: 6/20/05

All Makes Office Eq Co.

Name of Corporation

3333 O Street, Lincoln, NE 68516

Address

By:

Harlan Prisman

Duly Authorized Official

Vice President

Legal Title of Official

HAWORTH®
change by design

May 3, 2005

Ms. Kathy A. Smith
Asst. Purchasing Agent
City of Lincoln
440 South 8th Street, Suite 200
Lincoln, NE 68508

Subject: Extended Warranty

Dear Ms. Smith,

Haworth agrees to amend the policy terms and conditions of the standard Haworth Product Warranty for All Haworth Improv, Look and X99 Seating sold to the City of Lincoln as follows:

DURATION This deviation only applies to Haworth products installed in the City of Lincoln city offices. This extension will be valid for All Improv, Look and X99 Seating purchased for this location during the period of 7 years following the date of award of contract.

WORDING The text/wording/nomenclature changes are approved as follows:

The "seating mechanisms" under the Ten Years* applicable warranty period will be extended to cover 12 years at 24 hours / 7 day continuous multiple shift use.

CONDITIONS The product is installed and used according to the manufacturer's recommendations. The City of Lincoln will keep a copy of the extended warranty agreement with information on the original purchase agreement to verify any future warranty action.

All other terms, conditions and warranty language of the Standard Haworth Product Warranty not heretofore specifically amended shall apply.

HAWORTH, INC.



Robert J. Dutmers
Supervisor, Sales Engineering
Warranty Policy Manager
Copy: Steven Shoemaker, Haworth
All Makes Office Equipment
Warranty File

COMPANY NAME All Makes Office Eq

**PROPOSAL
SPECIFICATION NO. 05-020**

BID OPENING TIME: 12:00 NOON

DATE: May 4, 2005

ADDENDA RECEIPT: The receipt of the addenda to the specification number ___ through ___ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned proposer, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for prices listed below.

**THE ANNUAL REQUIREMENTS FOR OFFICE SEATING
PRICING SCHEDULE**

1. CHAIR MANUFACTURER Haworth Look Series
2. MANUFACTURER'S PRICE LIST NUMBER 2004 DATE 6-2004
3. DISCOUNT STRUCTURE:

ONE (1) TO <u>35</u> CHAIRS:	<u>60</u> % DISCOUNT OFF MFG. PRICE LIST
<u>36</u> TO <u>200</u> CHAIRS:	<u>61</u> % DISCOUNT OFF MFG. PRICE LIST
<u>201</u> TO <u>250</u> CHAIRS:	<u>64</u> % DISCOUNT OFF MFG. PRICE LIST
4. CONTRACT RENEWAL IS AN OPTION: YES X; NO ____.
5. TERM PRICE CLAUSE:
 - 5.1 PRICING PERCENT (%) FIRM FOR CONTRACT TERM: YES X; NO ____.
 - 5.2 PRICE ADJUSTMENTS (NEW PRICES PER PRICE GUIDE) RESTRICTED TO ONCE/PER YEAR.
6. TRADE-IN ALLOWANCE:
 - 6.1 Proposer agrees to accept trade-in of surplus office seating replaced by office seating purchased from Proposer:

YES ☒

NO ☐
 - 6.2 Indicate terms and conditions of trade-in allowance: Trade in accepted @ no value and recycled to the best of our ability.

**PROPOSAL
SPECIFICATION NO. 05-020****BID OPENING TIME: 12:00 NOON****DATE: May 4, 2005**

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**THE ANNUAL REQUIREMENTS FOR OFFICE SEATING
PRICING SCHEDULE**

1. CHAIR MANUFACTURER Haworth - Improv and Tag Series
2. MANUFACTURER'S PRICE LIST NUMBER 2004 DATE 6-2004
3. DISCOUNT STRUCTURE:

 ONE (1) TO 35 CHAIRS: 54 % DISCOUNT OFF MFG. PRICE LIST
 36 TO 100 CHAIRS: 56 % DISCOUNT OFF MFG. PRICE LIST
 101 TO 250 CHAIRS: 58 % DISCOUNT OFF MFG. PRICE LIST
4. CONTRACT RENEWAL IS AN OPTION: YES X; NO ____.
5. TERM PRICE CLAUSE:

 5.1 PRICING PERCENT (%) FIRM FOR CONTRACT TERM: YES X; NO ____.
 5.2 PRICE ADJUSTMENTS (NEW PRICES PER PRICE GUIDE) RESTRICTED TO ONCE/PER YEAR.
6. TRADE-IN ALLOWANCE:

 6.1 Proposer agrees to accept trade-in of surplus office seating replaced by office seating purchased from Proposer:
 YES ☒
 NO ☐

 6.2 Indicate terms and conditions of trade-in allowance: Trade in accepted @ no value and recycled to the best of our ability.

**PROPOSAL
SPECIFICATION NO. 05-020**

**BID OPENING TIME: 12:00 NOON
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**THE ANNUAL REQUIREMENTS FOR OFFICE SEATING
PRICING SCHEDULE**

1. CHAIR MANUFACTURER Haworth - Kenetics Institutional
2. MANUFACTURER'S PRICE LIST NUMBER 2004 DATE 6-2004
3. DISCOUNT STRUCTURE:

ONE (1) TO 200 CHAIRS: 59 % DISCOUNT OFF MFG. PRICE LIST
 TO CHAIRS: NEG. % DISCOUNT OFF MFG. PRICE LIST
 TO CHAIRS: NEG. % DISCOUNT OFF MFG. PRICE LIST
4. CONTRACT RENEWAL IS AN OPTION: YES X; NO .
5. TERM PRICE CLAUSE:
 - 5.1 PRICING PERCENT (%) FIRM FOR CONTRACT TERM: YES X; NO .
 - 5.2 PRICE ADJUSTMENTS (NEW PRICES PER PRICE GUIDE) RESTRICTED TO ONCE/PER YEAR.
6. TRADE-IN ALLOWANCE:
 - 6.1 Proposer agrees to accept trade-in of surplus office seating replaced by office seating purchased from Proposer:

YES [☒]
NO [☐]
 - 6.2 Indicate terms and conditions of trade-in allowance: Trade in accepted @ no value and recycled to the best of our ability.

7. WARRANTY

7.1 NORMAL USE WARRANTY: (See Haworth Lifetime Product Warranty Statement)

7.1.1 STRUCTURAL PARTS: lifetime YEARS.

DESCRIBE: _____

7.1.2 FABRICS/UPHOLSTERY: 3 YEARS.

DESCRIBE: _____

7.1.3 PNEUMATIC CYLINDER: 10 YEARS.

DESCRIBE: Pneumatic cylinder, casters, mechanism

7.1.4 OTHER: DESCRIBE _____

7.2 SHIFT WARRANTY: 24/7 - See Haworth Statement

7.2.1 STRUCTURAL PARTS: lifetime YEARS.

DESCRIBE: _____

7.2.2 FABRICS/UPHOLSTERY: 3 YEARS.

DESCRIBE: _____

7.2.3 PNEUMATIC CYLINDER: 10 YEARS.

DESCRIBE: _____

7.2.4 OTHER: DESCRIBE Applicable to Improv and Tag task chairs only.

8. **INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

9. COMPANY REPRESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:

NAME: Jamie Schultz

ADDRESS: 3333 O Street Lincoln, NE 68510

PHONE/FAX NO: (402) 473-8315-phone (402) 473-8330-fax

LIST OF RESPONSIBILITIES:

10. Complete "Sample Pricing Form" for each chair model you want considered for the contract demonstrator/sample (on loan to the City/County Purchasing Department during the contract.

AFFIRMATIVE ACTION PROGRAM: Contractor will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of contractor's equal opportunity policies, procedures and practices.

The undersigned signatory for the proposer represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 8 COMPLETE COPIES OF PROPOSAL, ONE (1) OF SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:
SEALED PROPOSAL FOR SPEC. 05-020**

All Makes Office Eq Co

COMPANY NAME

3333 O Street

STREET ADDRESS or P.O. BOX

Lincoln, NE 68510

CITY, STATE ZIP CODE

(402) 477-7131

TELEPHONE

47-0496945

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Harlan Priesman

BY (Signature)

Harlan Priesman

(Print Name)

Vice-President

(Title)

May 4, 2005

(Date)

Email: harlanp@allmakes.com

Specifications may also be viewed on our website at: <http://www.lincoln.ne.gov> Key word search "Purchasing", "Bidding Opportunities" (select current year)

PHONE: (402) 477-7131
CELL PHONE:
FAX: (402) 473-8330
EMAIL:

HAWORTH

TOTAL PRICE

(Photocopy as necessary for number of chairs offered)

COMPANY NAME: All Makes Office Eq Co
ADDRESS: 3333 O Street
CITY/STATE/ZIP: Lincoln, NE 68510
CONTACT:

PHONE: (402) 477-7131
CELL PHONE:
FAX: (402) 473-8330
EMAIL:

CHAIR LINE AND MODEL #:

HAWORTH

**BREAKDOWN OF
BASE CHAIR
W/OPTIONS**

TOTAL PRICE

**ORDER
NUMBER**

DESCRIPTION

**UNIT
O / M**

M251-1043

Haworth Improv High Back Chair

1 ea

\$ 551.54

with fully adjustable gel

filled flipper arms

Pneumatic height adjustment,

back lock, adjustable air

lumbar support. Adjustable

height back with skidding seat

pan. Tilt tension adjustment.

Fabric choices: Grade A

Finish choices: 3 choices

M231-1042

Haworth Improv chair, armless

\$ 302.22

High back model

\$ 27.14

Flipper arms

\$ 142.14

Back lock

\$ 38.18

Forward Tilt

\$ 38.18

Fixed task arms

\$ 32.66

Height adjustable arms

\$ 68.54

Height & width 3 D arms

\$ 113.16

Adjustable lumbar support

Sliding seat pan

No Charge

Carpet or tile casters

No Charge

Steel base

No Charge

(Photocopy as necessary for number of chairs offered)

COMPANY NAME: All Makes Office Eq Co
ADDRESS: 3333 O Street
CITY/STATE/ZIP: Lincoln, NE 68510
CONTACT:

PHONE: (402) 477-7131
CELL PHONE:
FAX: (402) 473-8330
EMAIL:

CHAIR LINE AND MODEL #:			BREAKDOWN OF BASE CHAIR W/OPTIONS	TOTAL PRICE
HAWORTH				
ORDER NUMBER	DESCRIPTION	UNIT O / M		
F235-2W43	Haworth Tag chair with height	1 ea.		\$ 534.98
	and width adjustable 3D arms			
	pneumatic height adj back lock			
	or forward tilt, adjustable			
	lumbar, sliding seat pan, tilt			
	tension.			
	Mesh choices: 6			
	Fabric choices: Grade A			
	Finish: Black			
F235-2042	Tag chair, armless		\$ 351.90	
	Flipper arms		\$ 162.84	
	3 D arms		\$ 122.36	
	Adjustable height arms		\$ 74.06	
	Fixed height arms		\$ 34.96	
	Back lock		\$ 17.94	
	Forward Tilt		\$ 17.94	
	Adjustable Lumbar		\$ 42.32	

(Photocopy as necessary for number of chairs offered)

Product Information

Haworth

Products included in discount structure –Task, etc. are:

- Improv
- Tag
- Look
- X99
- Kinetics
- Comforto – System 12 (stack chairs)
- Zoohey Chu
- Tally

These seating products represent task intensive, institutional, ganging and side or guest chairs.

Note: Look, Improv and Tag chairs feature sliding seat pan and various other adjustment features to accommodate approximately 90% of your employees. These are rated up to 300 lbs.

Improv series model XL is designed to accommodate big and tall individuals and is rated up to 500 lbs.

Note: Second tier pricing starts at 36 chairs. If a purchase of less than 36 chairs reaches a list price over \$ 26,000.00, second tier pricing applies.

Note: Rush – Quick ship products are included in first tier pricing.

Note: This proposal will have a minimum of 12 months price protection based on the 06/04/05 price list.

Additional Services

1. Rush program – Quick ship
 - A. Various seating models to ship within 5 –10 business days.
 - B. Included in 1st tier pricing.
2. Overall chair inspection with repair recommendation to include:
 - A. Reupholstery
 - B. Changing our worn parts
 - C. Lubrication
 - D. Adjustment and tightening
 - E. Labor warranty for 1 year from date of purchase
3. Leasing – schedule available

Warranties

- | | |
|--|--|
| • Frame/structural components * | Life time |
| • Fabrics/upholstery * | 3 years |
| • Pneumatic cylinder/casters/mechanism * | 10 years |
| • Normal use warranty * | See warranty statement |
| • 24 x 7 shift warranty * | Tag/Improv task seating only
(see warranty statement) |
| • Maximum weight capacity* | Rated up to 300 lbs. |

* Haworth Lifetime Product Warranty Statement to apply. See warranty attached.

Labor to repair is warranty for one year from date of purchase at no charge.

Materials: See 7.1.1 thru 7-2-4 for details.

HAWORTH®

Lifetime Product Warranty Statement

(The following Haworth Product warranty applies to products manufactured after January 1, 2003)

This warranty is given to the *initial* purchaser of new products purchased from Haworth, Inc. or Haworth, Ltd. (each is referred to as "Haworth") or from an authorized Haworth dealer. The warranty is valid for as long as the product is owned or leased by the original buyer. The warranty, which is non-transferable, runs from the date of manufacture and covers defects in materials and craftsmanship found during normal usage of the products. If a product is defective and if written notice of the defect is given to Haworth within the Applicable Warranty Period, then Haworth at its option will either repair or replace the defective product with a comparable component or product.

<u>PRODUCTS</u>	<u>APPLICABLE WARRANTY PERIOD</u>
All Haworth products except those listed below	Lifetime
Electrical products and components; <i>if</i> high performance edge worktops; seating glides and casters, stack chair frames, gel arm caps; SpaceArm™	Ten Years
Seating mechanisms (other than mechanisms in wood or wood framed chairs)	Ten Years*
Wood or wood framed products and wood chairs including their mechanisms; fabrics rated A Heavy Duty under Association of Contract Textiles guidelines; user-adjustable worksurface mechanisms; thermofused laminates; <i>if</i> slow close mechanisms; and Jump Stuff products other than Boogie Board (lifetime).	Five Years
Plastic ultraviolet light color fastness	Three Years
Fabrics rated <u>a</u> General Contract under the Association of Contract Textiles guidelines	Three Years*
Non-standard Specials products; products constructed of Texon T-90 materials; soft palm rest; mouse pad insert; and translucent edge marring. Products manufactured by Art Collection, Castelli, Comforto, Mobilier, and Ordo sold through Haworth, North America	One Year

*The Applicable Warranty Periods for these products assume that the product is used an average of not more than forty hours per week. If a product is used more than this, then the Applicable Warranty Period for it will be reduced in proportion to the increased usage. For example, if an auditorium product is used an average of fifty hours per week, then the Applicable Warranty Period for it will be eight years.

This warranty does not apply to "normal wear and tear," and it does not apply to any product that has been damaged by transportation or other movement of the product or that has been altered without Haworth's express written authorization or to consumable products, such as bulbs, light ballast and surge suppression products. This warranty does not apply to any "Customer's Own Material" (i.e., material specified by the buyer that is not a standard Haworth product offering) used in the manufacture of a Haworth product. A natural variation occurring in wood, marble or leather is not considered a defect under the terms of this warranty. Haworth does not warrant the colorfastness or the matching of color, grain or texture of wood, marble, leather or fabric. A product will not be considered defective, and Haworth will not be obligated to repair or replace it, if the product is not installed and used as recommended in Haworth's written planning, installation and user guides.

EXCEPT AS STATED ABOVE, HAWORTH MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY PRODUCT. HAWORTH MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. Product repair or replacement in accordance with this warranty is the buyer's exclusive remedy for any and all product defects. Haworth shall not have any tort liability with respect to any product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from any product defect.

JANUARY 2003